

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

February 10, 2025

6:00 P.M.

**COUNCIL CHAMBERS
113 N ELM ST
SALLISAW, OK 74955**

A G E N D A

“POSSIBLE ACTION” INCLUDES, BUT IS NOT LIMITED TO, APPROVAL, AUTHORIZATION, ADOPTION, REJECTION, DENIAL, AMENDMENT, TAKING NO ACTION, OR TAKING THE ITEM FOR DISPOSITION AT A LATER DATE OR TIME.

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Retiree watch presentation to De'Shawna Barron-Neff**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Possible action on consent agenda**
 - (a) Possible action on regular minutes of January 13, 2025**
 - (b) Possible action on Invoice paid report for January 2025**
- 7. Discussion and possible action on any item removed from the consent agenda**
- 8. Receive presentation from Mr. Garrett Graham, AG teacher at Sallisaw High School regarding Skeet Shooting**

9. **Receive presentation from Mr. Jacob Robinette regarding his Eagle Scout Project; he is proposing placing a sign at the Sallisaw Rodeo Grounds**
10. **Discussion and possible action on Ordinance 2025-02; An Ordinance Relating to the use of City-Owned Lands; Defining Term; Prohibiting Certain use of City-Owned Lands; Designating Certain Action as a Misdemeanor; Allow For Certain Process for First Violations; Providing for codification; and Providing and Effective Date**
11. **Discussion and possible action on contract between the City of Sallisaw and Texas AWOS Services, LLC for the purpose of maintaining the Automated Weather Station at the Sallisaw Municipal Airport**
12. **Discussion and possible action on items between the City of Sallisaw and the Oklahoma Aerospace & Aeronautics for the Sallisaw Municipal Airport**
 - (a) Possible action on Agent Agreement for Planning and Engineering and Construction Services - JSV
 - (b) Possible action on Intergovernmental Agreement
13. **Discussion and possible action on request to declare the following residential properties as surplus; and possible direction to staff to solicit sealed bids for sale of property or dispose of by other means**
 - a. All LOT 1 & S. 30' LOT 2 BL. 59, ORIGINAL TOWN
 - b. LOT 5 BLOCK 58 ORIGINAL TOWN OF SALLISAW AND THE NORTHEASTERLY 5' OF LOT 6 BLOCK 58 BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6 THENCE SOUTHEASTERLY 140' THENCE SOUTHWESTERLY 5' THENCE NORTHWESTERLY 140' THENCE NORTHEASTERLY 5' TO THE POB.
 - c. LOT 7 BLOCK 77 ORIGINAL TOWN OF SALLISAW.
 - d. PT OF NE NW NW BEG AT NW COR FOR POB S00-10 W344.5 TO N ROW OF 1-40 HY CURVING ALONG ROW LINE S80-00 E138 N01-10 E371 W141 TO POB LESS PT OF NE NW NW BEG AT NW COR S00-10 W150 TO POB, E TO A PT WHICH IS 150 S1-10 W OF N SEC LINE &; 221 N1-10 E OF 1-40 ROW S1-10 W221' TO 1-40 ROW CURVING N80-00 W138' N0-10 E194.5' TO POB &; A PT BEG @ NW/C OF NE NW NW S 0-10 W143' FOR POB, TH CONT S0-10 W 7', E141' N1-10 E 7' W TO POB (NORTH OF BOVE DES.PROP.-02AC)&; A PT OF NE NW NW BEG 241' E &; 325'S OF NW/COR FOR ST PT. W125' 45'MORE OF LESS TO N LINE OF HY 1-40-E IN LINE OF 1-40 TO 241' E OF NE NW NW N 55'.M/L TO POB.
14. **Discussion and possible action on Purchase Order No. 104323, issued to Gray Brothers Equipment of Poteau, Oklahoma, in the amount of \$65,400.00 for the purchase of a Kubota Compact Track Skid Steer for the Parks Department**
15. **Discussion and possible action on Purchase Order No. 104324, issued to John**

Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$144,054.00 for the purchase of three (3) 2025 Ford F150 Crew Cab pickup trucks for Building Development, Electric, and Diamondnet

- 16. Discussion and possible action on Purchase Order No. 104326, issued to Interworks of Stillwater, Oklahoma, *in an Amount Not to Exceed \$40,000.00* for the purchase of Data Storage Server Equipment to be utilized by City Hall and Police Department**
- 17. Discussion and possible action on staff's request to reject bids for the Sallisaw Sports Complex Soccer and Sport Court Project**
- 18. Discussion and possible action on Planning Commission Case No. PC2024-013; rezoning request from Residence District (R-2) to Office District (C-1) by Brandi Phillips; and Ordinance 2025-03 with emergency clause**
- 19. Conduct Public Hearing to Determine if the Property Located at 107 North Hickory is a Public Nuisance; Case #02-25-1C, Condemnation of Dilapidated Structure**
- 20. Conduct Public Hearing to Determine if the Property Located at 2412 East Cherokee Avenue is a Public Nuisance; Case #02-25-2C, Condemnation of Dilapidated Structure**
- 21. Conduct Public Hearing to Determine if the Property Located at 2550 East Cherokee Avenue is a Public Nuisance; Case #02-25-3C, Condemnation of Dilapidated Structure**
- 22. Discussion and possible action on Ordinance 2025-04; An Ordinance Amending Chapter 14, Article IV, Section 14-100 (7) and Section 14-101 (5), to the Sallisaw Code of Ordinances, Repealing Section 14-100 (7) and Section 14-101 (5) and Adopting and Enacting the Following New Section 14-100 (7) and Section 14-101 (5) to the Sallisaw Code of Ordinances; and Declaring and Emergency**
- 23. Consider Convening in Executive Session with attorney for discussion of the following pending litigation: *Watie v City of Sallisaw, et al.* Eastern District of OK Case No. 20-CV-415-RAW, as Authorized by Title 25 O.S., § 307 (B) (4)**
- 24. Possible Action to Reconvene to Regular Session**

25. Discussion and Possible Action Pursuant to Executive Session

26. Receive update on current and future projects

27. Receive update on the financial status of the city and activities of the finance department

28. Administrative reports

29. Adjourn

Posted: FEBRUARY 6, 2025

Time: 4:15 P.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
JANUARY 13, 2025

The Board of City Commissioners met in a regular meeting on January 13, 2025, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on January 9, 2025, at 4:45 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4 (arrived at 6:08 p.m.)
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Members absent:	None
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Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Keith Miller, George Bormann, Ben Spyres, Chris Carter, Skylar Fullbright, Jamie Phillips,	City Manager City Attorney City Clerk Director of Finance Building Development Director Economic Development Director Computer Technician Senior Code Inspector Grants Specialist Superintendent - Solid Waste
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Others present:	Lynn Adams; Pamela Gay; Philip Gay; Brian Becker; Julie Becker; Deborah Gable; Greg Ruark; Chad Mayes; Lacey Wallace; Tim A. Foote; Dusty Riggs; Jeannie Richardson; Todd Harris; Christina Harris; Michael Hogan; Kelly Osburn; Steve O'Neal; Others Unidentified.
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1. Meeting called to order

Mayor Martens called the meeting to order. The meeting began at 6:00 p.m.

2. Declaration of a quorum

A quorum was declared present.

3. Discussion and possible action on removal of any item from the consent agenda

None.

4. Possible action on consent agenda

a Possible action on regular minutes of December 9, 2024 and special meeting of December 17, 2024

b Possible action on Invoice Paid Report for December 2024

c Possible action on amendment to City Manager Contract (City to provide cell phone instead of an allowance)

Motion was made by Mendiola, seconded by Moody, for approval of consent agenda.
Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

5. Discussion and possible action on any item removed from the consent agenda

None.

6. Discussion and possible action on staff's request to reinvest a General Fund Certificate of Deposit with Local Bank for 329 days at 4.76% interest

Motion was made by Mendiola, seconded by Bailey, for approval to reinvest a General Fund Certificate of Deposit with Local Bank for 329 days at 4.76% interest. Vote: Mendiola aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0.

7. Discussion and possible action on Resolution 2025-01; Approving an Agreement Between the City of Sallisaw and the Oklahoma Department of Transportation for Federal-Aid Program Project; Project Number NHPP-168N(179)FP, Job Piece No.

23107(07) for the modification of the traffic signals at US-59 North and US-64 in the City of Sallisaw, Sequoyah County

Motion was made by Mendiola, seconded by Moody, for approval of Resolution 2025-01. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

8. Discussion on Proposed Ordinance prohibiting unauthorized camping on City owned land; possible direction to staff

The City Manager and City Attorney reviewed the item with Council. Staff will finalize and bring back for consideration in February.

9. Discussion and possible action on Planning Commission Case No. PC2024-009; Replat presentation of Riggs Duplex Addition by Stirrup Creek Properties, LLC

Motion was made by Moody, seconded by Bailey, for approval of Planning Commission Case No. PC2024-009; Replat of Riggs Duplex Addition. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

10. Discussion and possible action on Planning Commission Case No. PC2024-010; Replat presentation of Fairview Addition by 55 Properties, LLC

Motion was made by Mendiola, seconded by Moody, for approval of Planning Commission Case No. PC2024-10; Replat of Fairview Addition. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

11. Discussion and possible action on Planning Commission Case No. PC 2024-011; rezoning request from Residence District (R-2) to Medium Density Residential District (RT-1) by 55 Properties, LLC; and Ordinance 2025-01 with emergency clause

Motion was made by Mendiola, seconded by Moody, for approval of Planning Commissions recommendation on Case No. PC2024-011 to rezone to RT-2 (High Density Residential District) and Ordinance 2025-01. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. Motion was made by Mendiola aye; seconded by Bailey; for approval of emergency clause. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

12. Discussion and possible action on Planning Commission Case No. PC 2024-012; rezoning request from One-Family Residence District (R-1) to Multi-Family Residence District (R-3) by Brian Sinyard, Big Sky Investments; and Ordinance No. 2025-02 with emergency clause

Motion was made by Bailey, seconded by Moody, to deny Planning Commission Case No. PC2024-012; rezoning request from R-1 to R-3. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. Motion was made by Bailey, seconded by Moody, to deny the emergency clause. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

13. Receive update on economic development and grant activities

The Economic Development Director gave an update, for informational purposes only.

14. Receive update on current and future projects

The Building Development Director gave an update, for informational purposes only.

15. Receive update on the financial status of the city and activities of the finance department

The Finance Director gave an update, for informational purposes only.

16. Administrative reports

The City Manager reviewed notes included in the agenda.

17. Adjourn

Motion was made by Moody, seconded by Bailey, to adjourn the meeting. Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. The meeting ended by 6:33 p.m.

Approved this 10th day of February 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Ordinance 2025-02

ITEM TITLE: Discussion and possible action on Ordinance 2025-02; An Ordinance Relating to the use of City-Owned Lands; Defining Term; Prohibiting Certain use of City-Owned Lands; Designating Certain Action as a Misdemeanor; Allow For Certain Process for First Violations; Providing for codification; and Providing and Effective Date

INITIATOR: Code Enforcement

STAFF INFORMATION SOURCE: City Attorney

BACKGROUND: This Ordinance will prohibit overnight camping on city-owned land that has not been designated as a campsite. This follows a recently passed State law.

EXHIBITS: 1. ORDINANCE No 2025-02

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance 2025-02.

ORDINANCE NO. 2025-02

AN ORDINANCE RELATING TO THE USE OF CITY-OWNED LANDS; DEFINING TERM; PROHIBITING CERTAIN USE OF CITY-OWNED LANDS; DESIGNATING CERTAIN ACTION AS A MISDEMEANOR; ALLOWING FOR CERTAIN PROCESS FOR FIRST VIOLATIONS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUBJECT:

Unauthorized camps on City-owned lands

BE IT ENACTED BY THE BOARD OF CITY COMMISSIONERS OF SALLISAW:

SECTION 1.

NEW ORDINANCE

- A. As used in this section, “unauthorized camp” means any tent, shelter, or bedding constructed or arranged for the purpose of or in such a way to permit overnight use on a property not designated as a campsite.
- B. Persons may not use City-owned lands for the purposes of establishing an unauthorized camp.
- C. Any person who violates the provisions of this section shall, upon conviction, be guilty of a misdemeanor punishable by a fine not to exceed Fifty Dollars (\$50.00) or by imprisonment in the city jail not to exceed fifteen (15) days, or both such fine and imprisonment. However, a person who commits a first violation of this section shall be issued a warning, and a citation may not be issued unless the person refuses any assistance offered to them by the arresting officer. Such assistance may include, but is not limited to, transportation to a shelter, food pantry, or other place where resources are made available to assist the indigent and homeless.

SECTION 2.

This act shall be effective March 1, 2025.

PASSED AND APPROVED this 10th day of February, 2025.

City of Sallisaw, Oklahoma

BY:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: AWOS

ITEM TITLE: Discussion and possible action on contract between the City of Sallisaw and Texas AWOS Services, LLC for the purpose of maintaining the Automated Weather Station at the Sallisaw Municipal Airport

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: This is a contract for the maintenance of the current AWOS system at our airport. The former provider, William Marvin Johnson Inc., is retiring as a business owner, but will still take service calls for the new company, Texas AWOS Service, LLC. The cost of this service is the same that we are currently paying to William Marvin Johnson Inc.

EXHIBITS: 1. SALLISAW Contract 2025

KEY ISSUES: N/A

FUNDING SOURCE: Airport Equip Maint - #010-403-54403

RECOMMENDATION: Approval of contract with Texas AWOS Services, LLC.

Texas AWOS Services, LLC
P.O. Box 841
Atlanta, TX 75551
Tel: (430) 342-3120

This contract is between the CITY OF SALLISAW, OK and the firm of Texas AWOS SERVICES, LLC and exists for the purpose to maintain the Automated Weather station owned and operated by the city.

It is agreed that the AWOS system will be maintained in a manner to meet the operating standards listed in the current version of F.A.A. Advisory Circular Number 6560.13B and those recommended by the manufacture. This includes two Tri-Annual visits and the yearly Annual to your airport when routine checks and maintenance to the system are recommended by the F.A.A. and the manufacturer.

Your weather station will be looked at and diagnosed for potential problems on our computer. We look at not only the information that appears on your terminal monitor, but at errors that are recorded in memory. Many of the problems that occur in a system can be corrected by this method. We will make every attempt to be at your sight within 72 hours to address problems that are brought to our attention.

It is agreed to maintain the system for the sum of \$300.00 per month, due upon receipt of the invoice from this firm. Payment may be made annually if desired at a rate of the monthly fee times 12. This amount includes travel expenses and hourly wages for Tri-Annual/Annual visits.

Should there be a bad circuit board or component that needs to be replaced and the city does not agree with the decision to replace it, standard service charges will apply if a return trip is necessary to address the same problem. Service fees, outside of the Tri-Annual/Annual visits, are at a rate of \$750.00 plus parts.

No labor charge will be made if the component is replaced during a routine check or while another part of the system is being worked on.

THIS CONTRACT IS NON BINDING AND MAY BE CANCELLED BY EITHER PARTY AT ANY TIME. (If cancelled before the 15th of the month, the fee is \$150.00. If cancelled after the 15th, the full monthly fee will apply.)

Damages caused by acts of nature such as wind, hail or lightning are not covered by the contract and cost of parts and service call rates will apply. Texas AWOS Services, LLC has no control over pricing and availability of parts from DBT, Inc. (AWI and Visala).

Zack Taylor 01/20/2025

Zack Taylor, CEO Date

City of Sallisaw Date

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Airport Items

ITEM TITLE: Discussion and possible action on items between the City of Sallisaw and the Oklahoma Aerospace & Aeronautics for the Sallisaw Municipal Airport

INITIATOR: ODAA
Economic Development Director

STAFF INFORMATION SOURCE: ODAA
Economic Development Director

BACKGROUND: The Oklahoma Department of Aerospace and Aeronautics has requested that we move the Runway Rehabilitation project into the current fiscal year. The purpose of moving the design phase into the current FY was to be prepared if FAA happened to have additional AIP funding left after grants are programmed that need to be put into a shovel-ready project. The ODAA believes there is a high probability that the FAA would be able to move this project into their FY2025 grant cycle. The actual construction phase of the project, including the awarding of bids, is expected to take place in FY2026.
The following items for consideration are associated with the design phase of the project:

- a. The ODAA Agent Agreement allows the ODAA to act on the City's behalf for the design portion of the runway rehabilitation project.
- b. The Intergovernmental Agreement is between the City and the ODAA for the runway rehabilitation project. The Agreement is for the design services portion of the project, and the City's portion of the project will be five percent (5%) of the total project cost. The total for Design services will be \$181,700.00, of which the City's match will be \$9,085.00.

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: #118-403-57742 Runway Rehab

RECOMMENDATION:

1. Approval of Agent Agreement.
2. Approval of Intergovernmental Agreement.

DEPARTMENT: State of Oklahoma
Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City, OK 73102

SPONSOR: City of Sallisaw

PROJECT: Agent Agreement for Planning and Engineering and Construction Services - JSV

This agreement made the _____ day of _____, _____, between the State of Oklahoma, Oklahoma Department of Aerospace and Aeronautics, hereinafter referred to as the DEPARTMENT and City of Sallisaw, hereinafter referred to as the SPONSOR.

In accordance with Title 3, Section 85 (G)(3) of the Oklahoma Statute, the SPONSOR requests the DEPARTMENT act as its agent as set forth in the above referenced statute in overseeing planning, engineering, and construction services at the Sallisaw Municipal Airport.

In acting as agent, the DEPARTMENT shall not enter into any agreement or obligate SPONSOR funds without prior written approval from the SPONSOR. Any cost borne by the DEPARTMENT shall be reimbursed by the SPONSOR and shall be paid within forty-five (45) days calendar days after receipt of a correct invoice.

Either party may terminate this contract provided that no termination may be affected unless the terminating party provides written notice not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

For your ready reference, the following is section 3 from the above statute:

3. The Department shall be designated as the agent of this state or political subdivision of this state for the purpose of applying for, receiving, administering and disbursing federal funds and other public monies for the benefit of general aviation airports, except reliever airports, as may be available under applicable federal law or other laws. If requested by a political subdivision, the Department may act as its or their agent in contracting for and supervising such planning, acquisition, construction, improvement, maintenance, or operation; and all political subdivisions are authorized to designate the Department as their agent for the foregoing purposes. The Department, as principal on behalf of the state, may enter into any contracts with the United States or with any person, which may be required in connection with a grant or loan of federal monies for municipal airport or air navigation facility purposes. All federal monies accepted under this section shall be accepted and transferred or expended by the Department upon such terms and conditions as are prescribed by the United States. All monies received by the Department pursuant to this section shall be deposited in the Oklahoma Department of Aerospace and Aeronautics Revolving Fund in the State Treasury and shall be paid out by the Department in accordance with the terms and conditions of any agreement entered into under the provisions of this section.

SPONSOR REPRESENTATIVE:

Bryan Heverly
City Manager
City of Sallisaw
115 E Choctaw
Sallisaw, OK 74955
bheverly@sallisawok.org

DEPARTMENT REPRESENTATIVE:

Nick Young
Airports Division Manager
Oklahoma Dept. of Aerospace & Aeronautics
110 N Robinson Ave, Suite 200
Oklahoma City, OK 73102
nick.young@aerospace.ok.gov

Airport Sponsor

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Oklahoma Dept. of Aerospace & Aeronautics

Signature: _____
Printed Name: _____
Title: _____
Date: _____



INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF SALLISAW AND THE OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

AGREEMENT

This Agreement, made the day and year written below between the City of Sallisaw, hereinafter referred to as the SPONSOR, and the Oklahoma Department of Aerospace and Aeronautics, of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is subject to the following terms and conditions.

Whereas, the DEPARTMENT has an Agreement with the SPONSOR to act as agent for the Sallisaw Municipal Airport and is in receipt of a request from the SPONSOR that the DEPARTMENT contract for design services on their behalf to rehabilitate runway 17/35 at the Sallisaw Municipal Airport, hereinafter referred to as the PROJECT. The total design and administration of the PROJECT cost is estimated to be \$181,700 and will use a combination of state funds from the DEPARTMENT, federal funds and local funds from the SPONSOR.

Design Services.....	\$171,000 Lump Sum
Bidding Services.....	\$10,700 Lump Sum
Total.....	\$181,700 Lump Sum

Now, therefore, it is mutually agreed by the SPONSOR and the DEPARTMENT that:

1. The SPONSOR hereby certifies to the DEPARTMENT that the PROJECT, or if the PROJECT is a design/planning work effort that the eventual construction project(s), is on property owned fee simple or controlled through easement by the SPONSOR.
2. Upon approval of this AGREEMENT by the SPONSOR, the DEPARTMENT agrees that a contract will be issued for the PROJECT in a lawful and appropriate manner per the terms of the Agent agreement.
3. Upon completion of the PROJECT, the SPONSOR agrees to drawdown federal funds and reimburse the DEPARTMENT ninety-five (95) percent of the total PROJECT cost, ninety (90) percent federal funds and five (5) percent sponsor matching funds. The reimbursement shall include all change orders or adjustments to the contract as required for developing and completing the PROJECT. Reimbursement shall be made to the DEPARTMENT by the SPONSOR within 45 days of the receipt of an invoice from the DEPARTMENT.

4. The SPONSOR hereby agrees to move forward with the construction elements that are being designed in the PROJECT once design is complete and the construction project is ready to be publicly bid. Should the SPONSOR choose not to move forward with the construction phase for the items being designed in the PROJECT the SPONSOR shall reimburse the state 100% of the total PROJECT cost. (Item is for design projects only).

IN WITNESS WHEREOF, the SPONSOR has caused this **AGREEMENT** to be duly executed in their name, this _____ day of _____, 20_____.

SPONSOR'S ACCEPTANCE:

City of Sallisaw

Approved:

Signature

Print Name

Title

Address

City, Zip

Attest:

Seal:

Clerk

My commission expires: _____

**NOTE: AGREEMENT MUST BE SIGNED BY MAYOR, CITY MANAGER, OR
OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN
CONTRACTS FOR THE SPONSOR.**

DO NOT WRITE BELOW THIS LINE

Executive Director

Oklahoma Department of Aerospace and Aeronautics

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Surplus Property

ITEM TITLE: Discussion and possible action on request to declare the following residential properties as surplus; and possible direction to staff to solicit sealed bids for sale of property or dispose of by other means

- a. All LOT 1 & S. 30' LOT 2 BL. 59, ORIGINAL TOWN
- b. LOT 5 BLOCK 58 ORIGINAL TOWN OF SALLISAW AND THE NORTHEASTERLY 5' OF LOT 6 BLOCK 58 BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6 THENCE SOUTHEASTERLY 140' THENCE SOUTHWESTERLY 5' THENCE NORTHWESTERLY 140' THENCE NORTHEASTERLY 5' TO THE POB.
- c. LOT 7 BLOCK 77 ORIGINAL TOWN OF SALLISAW.
- d. PT OF NE NW NW BEG AT NW COR FOR POB S00-10 W344.5 TO N ROW OF 1-40 HY CURVING ALONG ROW LINE S80-00 E138 N01-10 E371 W141 TO POB LESS PT OF NE NW NW BEG AT NW COR S00-10 W150 TO POB, E TO A PT WHICH IS 150 S1-10 W OF N SEC LINE &; 221 N1-10 E OF 1-40 ROW S1-10 W221' TO 1-40 ROW CURVING N80-00 W138' N0-10 E194.5' TO POB &; A PT BEG @ NW/C OF NE NW NW S 0-10 W143' FOR POB, TH CONT S0-10 W 7', E141' N1-10 E 7' W TO POB (NORTH OF BOVE DES.PROP.-02AC)&; A PT OF NE NW NW BEG 241' E &; 325'S OF NW/COR FOR ST PT. W125' 45'MORE OF LESS TO N LINE OF HY 1-40-E IN LINE OF I-40 TO 241' E OF NE NW NW N 55'.M/L TO POB.

INITIATOR:

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: Four (4) surplus city-owned residential properties have been identified. Staff requests direction from Council on how to dispose of the properties.

EXHIBITS: 1. Surplus Properties

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Direction.

1 inch = 79 feet



This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

via DataScout OneMap®

COUNTY TREASURER'S RESALE DEED (INDIVIDUAL)

7

WHEREAS, TRICA YATES, COUNTY TREASURER OF SEQUOYAH COUNTY, STATE OF OKLAHOMA ON, June 11, 2012 SOLD SEPARATELY AND SINGLY, IN THE MANNER PROVIDED BY LAW, AT TAX RESALE AND CITY OF SALLISAW BID IN FOR CITY OF SALLISAW THE REAL ESTATE HEREINAFTER DESCRIBED, AND

WHEREAS, ALL PROCEEDINGS, NOTICES AND DUTIES PROVIDED, REQUIRED AND IMPOSED BY LAW PRE-REQUISITE TO THE VESTING OF AUTHORITY IN SAID COUNTY TREASURER TO EXECUTE THIS RESALE DEED HAVE BEEN FOLLOWED, GIVEN, COMPLIED WITH AND PERFORMED, AND

WHEREAS, THE SAID TRICA YATES, COUNTY TREASURER IS NOW BY LAW VESTED WITH POWER AND AUTHORITY TO EXECUTE THIS RESALE DEED.

NOW THEREFORE, THIS INDENTURE, MADE ON June 13, 2012 BETWEEN THE STATE OF OKLAHOMA, BY TRICA YATES, THE TREASURER OF SEQUOYAH COUNTY, OF THE FIRST PART, AND CITY OF SALLISAW PO BOX 525, SALLISAW, OK 74955-, OF THE SECOND PART, WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART FOR AND IN CONSIDERATION OF THE PREMISES AND THE TOTAL SUM PAID (\$ 2726.51 DOLLARS), HATH GRANTED, BARGAINED AND SOLD, AND BY THESE PRESENTS DOTH GRANT, BARGAIN, SELL AND CONVEY TO THE SAID PARTY OF THE SECOND PART, HIS (OR HER) HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FOREVER, THE FOLLOWING DESCRIBED TRACTS, PARCELS, OR LOTS OF OF LAND SO SOLD SEPARATLY AND SINGLY FOR THE AMOUNT BID IN THE TOTAL SUM SET OPPOSITE EACH, ALL OF SAID TRACTS, PARCELS, OR LOTS OF LAND BEING LOCATED IN SEQUOYAH COUNTY, OKLAHOMA, TO-WIT:

DESCRIPTION	SUBDIVISION:				AMOUNT (BID ON EACH)
	CITY-TOWN	SEC.	TWP OR BLK	RNG OR LOT	
				0002-00-059-001-0-000-00	\$2,726.51

ALL LOT 1 & S. 30' LOT 2 BL. 59, ORIGINAL TOWN

Wilbur

Sale order #46

TO HAVE AND TO HOLD SAID TRACTS AND PARCELS OF LAND WITH THE APPURTENANCES THERETO BELONGING TO SAID PARTY OF THE SECOND PART, HIS (OR HER) HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FOREVER, IN AS FULL AND AMPLE MANNER AS THE SAID TREASURER OF SAID COUNTY IS EMPOWERED BY LAW TO SELL THE SAME.

IN TESTIMONY WHEREOF, THE TREASURER OF SAID COUNTY OF SEQUOYAH, STATE OF OKLAHOMA, HAS SET HIS(OR HER) HAND AND SEAL THE DAY AND YEAR AFORESAID.

STATE OF OKLAHOMA

ATTEST:
(SEAL)

By *Trica Yates*
COUNTY TREASURER

ACKNOWLEDGMENT

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, TRICA YATES, County Treasurer
of SEQUOYAH COUNTY, State of Oklahoma, on June 12, 2017,
sold separately and singly, in the manner provided by law, at tax resale and KEITH MILLER
bid in for CITY OF SALLISAW, 115 E CHOCTAW SALLISAW, OK 74955
the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in
said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said TRICA YATES, County Treasurer
is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture made on June 12, 2017, between
the State of Oklahoma, by TRICA YATES, the Treasurer of
SEQUOYAH COUNTY, of the first part, and CITY OF SALLISAW

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 7,343.97

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his
(or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold
separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in
SEQUOYAH COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 5 BLOCK 58 ORIGINAL TOWN OF SALLISAW AND THE NORTHEASTERLY 5' OF LOT 6 BLOCK 58 BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6 THENCE SOUTHEASTERLY 140' THENCE SOUTHWESTERLY 5' THENCE NORTHWESTERLY 140' THENCE NORTHEASTERLY 5' TO THE POB	ORIGINAL TOWN OF SALLISAW 18855	00	058	005	7,343.97

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,
his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County
is empowered by law to sell the same.

In testimony whereof, the TRICA YATES, Treasurer of said
SEQUOYAH COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year
aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)

By Trica Yates
County Treasurer

Prev- Bonnie Haele

1 inch = 82 feet



COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

C

WHEREAS, TRICA YATES, County Treasurer
of SEQUOYAH COUNTY, State of Oklahoma, on June 12, 2017,
sold separately and singly, in the manner provided by law, at tax resale and KEITH MILLER
bid in for CITY OF SALLISAW, 115 E CHOCTAW SALLISAW, OK 74955
the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in
said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said TRICA YATES, County Treasurer
is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture made on June 12, 2017, between
the State of Oklahoma, by TRICA YATES, the Treasurer of
SEQUOYAH COUNTY, of the first part, and CITY OF SALLISAW

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 3,382.65

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his
(or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold
separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in
SEQUOYAH COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 7 BLOCK 77 ORIGINAL TOWN OF SALLISAW	ORIGINAL TOWN OF SALLISAW 18964	00	077	007	3,382.65

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,
his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County
is empowered by law to sell the same.

In testimony whereof, the TRICA YATES, Treasurer of said
SEQUOYAH COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year
aforesaid.

ATTEST:

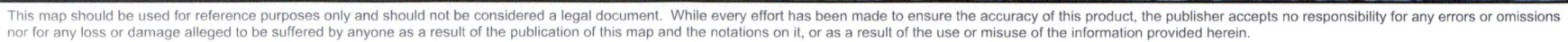
STATE OF OKLAHOMA

(SEAL)

By Trica Yates
County Treasurer

for me - Julia Samuels

1 inch = 65 feet



As of: 1/1/2025

Property Owner**Name:** CITY OF SALLISAW**Property Information****Physical Address:****Mailing Address:** P.O. BOX 525
SALLISAW, OK 74955-0000**Subdivision:****Block / Lot:** N/A / N/A**Type:** (EX) Exempt**S-T-R:** 08-11N-24E**Tax Dist:** (201) Sallisaw City**Size (Acres):** 0.000**Extended Legal:** PT OF NE NW NW BEG AT NW COR FOR POB S00-10 W344.5 TO N ROW OF I-40 HY CURVING ALONG ROW LINE S80-00 E138 N01-10 E371 W141 TO POB LESS PT OF NE NW NW BEG AT NW COR S00-10 W150 TO POB, E TO A PT WHICH IS 150 S1-10 W OF N SEC LINE &; 221 N1-10 E OF I-40 ROW S1-10 W221' TO I-40 ROW CURVING N80-00 W138' N0-10 E194.5' TO POB &; A PT BEG @ NW/C OF NE NW NW S 0-10 W143' FOR POB, TH CONT S0-10 W 7', E141' N1-10 E 7' W TO POB (NORTH OF BOVE DES.PROP. -.02AC.)&; A PT OF NE NW NW BEG 241' E &; 325'S OF NW/COR FOR ST PT. W125' 45' MORE OF LESS TO N LINE OF HY I-40-E IN LINE OF I-40 TO 241' E OF NE NW NW N 55'.M/L TO POB.**Market and Assessed Values:**

	Fair Cash	Taxable Fair Cash	Full Assessed (11.00% Market Value)
Land:	\$8,000	\$0	\$0
Building:	8,263	0	0
Total:	\$16,263	\$0	\$0

Land:

Land Use	Size	Units
LOT AREA	1.00	Lot

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
6/19/2012	1278	330	Trust Deed	0.00	\$0	SEQ. COUNTY TREASURER	21	

Not a Legal Document.

Subject to terms and conditions.

www.actdatascout.com

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Purchase Skid Steer

ITEM TITLE: Discussion and possible action on Purchase Order No. 104323, issued to Gray Brothers Equipment of Poteau, Oklahoma, in the amount of \$65,400.00 for the purchase of a Kubota Compact Track Skid Steer for the Parks Department

INITIATOR: Superintendent - Parks
Purchasing Agent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: This will allow for the purchase of a new track type skid steer to be utilized by the Parks Department. The track type skid steer is better for difficult terrain. Their current wheeled skid steer will be passed to another department.

EXHIBITS: 1. Gray Bros Equip - PO # 104323

KEY ISSUES: N/A

FUNDING SOURCE: CI - 030-501-57706 - \$90,000.00 budgeted

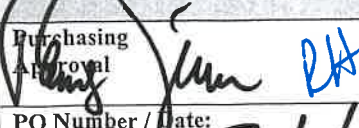
RECOMMENDATION: Approval of Purchase Order No. 104323 in the amount of \$65,400.00 issued to Gray Brothers Equipment.

CITY OF SALLISAW QUOTATION SHEET

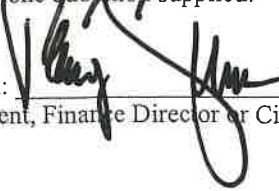
Cost exceeds \$2,500, two quotations required.

Cost equals \$5,000 or more, three quotations required

****If you are quoting several items, attach list to this form** **Also attach all vendor quotes received****

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 1/29/2025	Date of Quotation 1/22/2025	Date of Quotation 1/20/2025
Department Number: 501- PARKS	Department Number: 501- PARKS	Department Number: 501- PARKS
Vendor Name / Number GRAY Brothers Equip. # 2442	Vendor Name / Number WARREN CATERPILLAR # 4269	Vendor Name / Number P&K Equip. INC # 2602
Address 28377 U.S. HWY 59	Address 3601 N. Garnett	Address 28811 State HWY 112
City POTEAU	City TULSA	City POTEAU
State OK Zip 74953	State OK Zip 74116	State OK Zip 74953
Phone 918-647-8000	Phone 918-627-4500	Phone 918-647-6825
Item (s) Kubota Compact TRACK SKID STEER	Item (s) CATERPILLAR 255 TRACK TYPE SKID STEER	Item (s) John Deere 325G TRACK TYPE SKID STEER
Quantity (1) ONE	Quantity (1) ONE	Quantity (1) ONE
Price each \$65,400.00	Price each \$72,915.00	Price each \$77,023.44
UNKNOWN LEAD	2 WK LEAD	2 days
Total Cost \$ \$65,400.00	Total Cost \$ \$72,915.00	Total Cost \$ \$77,023.44
Quote Expiration Date 30 days	Quote Expiration Date 30 days	Quote Expiration Date 30 days
Quotes Obtained By: L. Risley	Quotes Obtained By: L. Risley	Quotes Obtained By: L. Risley
GL Budget \$90,000. Budgeted Line CAP IMP-030-501-57706	GL Budget \$90,000. Budgeted Line CAP IMP-030-501-57706	GL Budget \$90,000.60 Budgeted Line CAP IMP-030-501-57706
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 104323 / 2/2/25	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

Quote approved: 
(Purchasing Agent, Finance Director or City Manager)

Date: **2/2/25**



GRAY BROTHERS EQUIPMENT

28377 US Hwy 59 • Poteau, OK 74953
918-647-8000

unknown



RETAIL PURCHASE ORDER

FROM MAILING CITY	BUYER'S NAME <u>City of Sallisaw</u>		DATE <u>1-29-25</u>
	PHYSICAL ADDRESS		TELEPHONE NUMBER
	STATE	ZIP	CELL NUMBER
	EMAIL		

QTY.	NEW USED	MODEL	SERIAL NUMBER	DESCRIPTION	CASH PRICE
1	N	5475-3HFW		Kubota Compact Track Loader	\$ 65,400.00
				75HP	
				Wide Track	
				High Flow	
				Hyd. Quick Connect	
				Cab w/Heat & AC	
				Technics	
SUB-TOTAL					\$ 65,400.00

TAX EXEMPT #	EXP. DATE	TRADE-IN EQUIPMENT		Extended Warranty	
		MAKE, MODEL AND DESCRIPTION	SERIAL NO.	ALLOWANCE	Extended Warranty
				\$	
					TRADE IN ALLOWANCE
					TOTAL CASH PRICE AFTER TRADE-IN
					DOC PREP
					UCC
					SALES TAX
					INSURANCE
					TOTAL CASH PRICE
					65,400.00
NET TRADE-IN ALLOWANCE				CASH WITH ORDER	
				CASH ON DELIVERY	
X (Purchaser's Signature)				TOTAL CASH	(\$)
X (Co-Purchaser's Signature)				BALANCE TO PAY	\$ 65,400.00
				SELLER'S SIGNATURE	
				X (Kenny Vincent)	

I certify that I am engaged in Farming and that the Farm machinery that I am purchasing will only be used in Farming.

X _____

EQUIPMENT SAFETY CHECK

- | | | |
|--|------------------------------|-----------------------------|
| All guards in place and points of danger protected? | YES ☐ | NO ☐ |
| Equipment modified or altered (give details and date)? | YES ☐ | NO ☐ |
| Instruction booklet given? | YES ☐ | NO ☐ |
| Operation instructions given? | YES ☐ | NO ☐ |
| Warning and/or safety decals in place? | YES ☐ | NO ☐ |
| Customer vehicle and/or trailer is suitable to transport the equipment safely? | YES ☐ | NO ☐ |
| Maintenance schedules have been thoroughly explained and will be followed by the customer? | YES ☐ | NO ☐ |
| Rollover protection system in place? | YES ☐ | NO ☐ |
| Rollover protection system rejected by customer? | YES ☐ | NO ☐ |

Customer Acceptance
I fully understand the Equipment Safety Checklist.
The dealer and I have read and completed
this form and agree with the above information.
X _____
Signed (Customer) _____
Date 1/29/25

See Reverse Side for Conditions of Sale



2 weeks

Quote 308025-01

Jan 22, 2025

CITY OF SALLISAW
PO BOX 525
SALLISAW
Oklahoma
74955-0525

Attention: LEE RISLEY

Dear Lee Risley, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 255 C3H3 Skid Steer Loaders | Compact Track Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C146741

SERIAL NUMBER: 0FL708226

YEAR: 2025

SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tanner Large
Machine Sales Representative

MACHINE SPECIFICATIONS

255 05A COMPACT TRACK LOADER	586-0258
LANE 3 ORDER	0P-9003
CAB PACKAGE, ULTRA	651-8304
HYDRAULICS, PERFORMANCE, (HP3)	585-9684
WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311
COMFORT PKG, ENCLOSED CAB,HVAC	585-9836
SEAT,AIR SUSPENSION,HEAT/VENT	585-9588
PACKAGE, TECHNOLOGY (T5)	601-6604
FAN, COOLING, DEMAND	585-9666
QUICK COUPLER, HYD, SELF LEVEL	586-0291
HOSE GUIDE, ATTACHMENT	640-5405
GUARDING / SEALING PKG, (HD1)	586-0092
IDLER WHEELS, TRIPLE FLANGE	642-3004
TRACK,RUBBER,400MM(15.7IN)BLCK	594-1464
RIDE CONTROL, NONE	592-6357
FUEL, ELECTRIC PRIMING	590-1211
REAR LIGHTS	579-2312
DOOR, CAB, POLYCARBONATE	593-7244
INTEGRATED RADIO	651-8586
SEAT BELT, 2"	613-1924
CERTIFICATION ARR, P65	643-7208
INSTRUCTIONS, ANSI, USA	585-9582
SERIALIZED TECHNICAL MEDIA KIT	421-8926
HEATER, ENGINE COOLANT, 120V	594-2212
PRODUCT LINK, CELLULAR PL243	579-2323
FACTORY PDI	
BUCKET-GP, 80", BOCE	279-5377

SELL PRICE

\$72,915.00

WARRANTY

Standard Warranty:	Standard 24 Month 2000 Hour Full Machine Coverage
CSA	1 YR / 500 HR PM KIT W/ CONNECTIVITY

F.O.B/TERMS:

Tulsa

Accepted by _____ on _____

Signature



2 der's
Lead

Quote Id: 32232883

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

P & K Equipment, Inc.
28811 State Highway 112
Poteau, OK 74953
US

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

P & K Equipment, Inc.
28811 State Highway 112
Poteau, OK 74953
918-647-3230
poteau@pkequipment.com

Prepared For:

CITY OF SALLISAW

Proposal For:

Delivering Dealer:

Jonathon Burgess

P & K Equipment, Inc.
28811 State Highway 112
Poteau, OK 74953

918-647-3230
poteau@pkequipment.com

Quote Prepared By:

Jonathon Burgess
918-647-6825
jburgess@pkequipment.com

**JOHN DEERE**

Selling Equipment



Quote Id: 32232883

Customer Name: CITY OF SALLISAW

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

P & K Equipment, Inc.
28811 State Highway 112
Poteau, OK 74953
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

P & K Equipment, Inc.
28811 State Highway 112
Poteau, OK 74953
918-647-3230
poteau@pkequipment.com

2025 JOHN DEERE 325G Compact Track Loader - 1T0325GMKSJ473700

Hours: 0

Suggested List *

Stock Number: 1126666

\$ 106,977.00

Contract: C&F OK NASPO #OK-SW-192-600 (PG RE CG
72) CCE

Selling Price *

\$ 77,023.44

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00D2T	JOHN DEERE 325G COMPACT TRACK LDR BASE	1	\$ 85,730.00	28.00	\$ 24,004.40	\$ 61,725.60	\$ 61,725.60

Standard Options - Per Unit

170K	JDLINK	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
0770	2SP HIFL SLEV RC CB/AC PQT	1	\$ 11,459.00	28.00	\$ 3,208.52	\$ 8,250.48	\$ 8,250.48
0953	ISO SWITCHABLE CTLS & JS PPK	1	\$ 1,144.00	28.00	\$ 320.32	\$ 823.68	\$ 823.68
1301	ENGINE TURBO 4TNV98CT	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1501	ENGLISH OP MAN & DECALS	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
2645	WIDE ZIG ZAG 15.8" 400MM TRK	1	\$ 1,803.00	28.00	\$ 504.84	\$ 1,298.16	\$ 1,298.16
4003	3" SEAT BELT W/2"SHLDR STRAP	1	\$ 293.00	28.00	\$ 82.04	\$ 210.96	\$ 210.96
6006	AIR RIDE SEAT (CLOTH W HEAT)	1	\$ 691.00	28.00	\$ 193.48	\$ 497.52	\$ 497.52
8042	REAR VIEW CAMERA	1	\$ 940.00	28.00	\$ 263.20	\$ 676.80	\$ 676.80
8050	COLD START PACKAGE 110V	1	\$ 335.00	28.00	\$ 93.80	\$ 241.20	\$ 241.20
8060	PRE CLEANER	1	\$ 503.00	28.00	\$ 140.84	\$ 362.16	\$ 362.16
8305	CTRWGT STACK 2ND SET	1	\$ 828.00	28.00	\$ 231.84	\$ 596.16	\$ 596.16
8370	HD REAR GRILLE	1	\$ 538.00	28.00	\$ 150.64	\$ 387.36	\$ 387.36
8380	FOOTREST WITH FLOORMAT	1	\$ 159.00	28.00	\$ 44.52	\$ 114.48	\$ 114.48
9052	HD 78 IN CONST BUCKET W EDGE	1	\$ 2,554.00	28.00	\$ 715.12	\$ 1,838.88	\$ 1,838.88



JOHN DEERE

Selling Equipment



Quote Id: 32232883 **Customer Name:** CITY OF SALLISAW

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

P & K Equipment, Inc.
28811 State Highway 112
Poteau, OK 74953
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

P & K Equipment, Inc.
28811 State Highway 112
Poteau, OK 74953
918-647-3230
poteau@pkequipment.com

Standard Options Total	\$ 21,247.00	\$ 5,949.16	\$ 15,297.84	\$ 15,297.84
Value Added Services	\$ 0.00		\$ 0.00	\$ 0.00
Total				
Total Selling Price	\$ 106,977.00	\$ 29,953.56	\$ 77,023.44	\$ 77,023.44

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Purchase of Vehicles

ITEM TITLE: Discussion and possible action on Purchase Order No. 104324, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$144,054.00 for the purchase of three (3) 2025 Ford F150 Crew Cab pickup trucks for Building Development, Electric, and Diamondnet

INITIATOR: Purchasing Agent
Building Development Director
Electric Superintendent
IT Director

STAFF INFORMATION SOURCE: Quote from Vance Fleet Services

BACKGROUND: Approval of this purchase order will allow for the purchase of 3 Ford 150 Crew Cab pickup trucks. The trucks will be delivered in April. The cost per unit is \$48,018.00.

EXHIBITS: 1. Vance Fleet Services

KEY ISSUES: N/A

FUNDING SOURCE: Capital Improvement Fund:

- #030-303-57706 - \$52,000 budgeted
- #030-601-57714 - \$55,000 budgeted
- #030-604-57701 - \$52,000 budgeted

RECOMMENDATION: Approval of Purchase Order No. 104324 in the amount of \$144,054.00 issued to John Vance Fleet Services.

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	1/23/2025
QUOTE NUMBER	000Q16163
EXPIRATION DATE	1/31/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:

City of Sallisaw

Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

SHIP TO:

City of Sallisaw

Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

Any Questions? Call 405-282-3800

Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
3	W1L	2025 FORD F150 CREW CAB, 5.5' BED	\$40,813.00	\$122,439.00
3	4WD/413	4 WHEEL DRIVE w/ SKID PLATES	\$3,953.00	\$11,859.00
3	103A	XL HIGH EQUIPMENT GROUP - 17" Silver Painted Aluminum Wheels, Chrome Bumpers, LED Fog Lamps	\$1,195.00	\$3,585.00
3	995	ENGINE: 5.0L V8	\$0.00	\$0.00
3	44G	TRANSMISSION: 10 SPEED AUTOMATIC	\$0.00	\$0.00
3	XL6	ELECTRONIC LOCKING w/ 3.73 AXLE RATIO	\$470.00	\$1,410.00
3	924	REAR WINDOW FIXED PRIVACY GLASS w/ DEFROSTER w/ TINT FRONT TO MATCH	\$289.00	\$867.00
3	ATT	TIRES: 265/70R17 BSW ALL TERRAIN	\$295.00	\$885.00
3	SYNC	SYNC 4 w/ BLUETOOTH CONNECTIVITY	\$0.00	\$0.00
3	GVWR	GVWR: 6,650 LBS PAYLOAD PACKAGE	\$0.00	\$0.00
3	18B	BLACK PLATFORM RUNNING BOARDS	\$250.00	\$750.00
3	53T	TOW HAUL PACKAGE w/ TRAILER BRAKE CONTROLLER	\$753.00	\$2,259.00
3	CS	INTERIOR: MEDIUM DARK SLATE CLOTH 40/20/40	\$0.00	\$0.00
3	YZ	EXTERIOR: OXFORD WHITE	\$0.00	\$0.00
SubTotal: \$48,018.00 Per Unit				\$144,054.00

ALdy
Dev. * 303 - \$52,000.00 Budgeted - CAP Imp # 030-303-57706
Electric * 601 - \$55,000.00 Budgeted - CAP Imp # 030-601-57714
Dnet * 604 - \$52,000.00 Budgeted - CAP Imp # 030-604-57701

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	\$144,054.00
	\$0.00
TOTAL DUE	\$144,054.00

1 of 1

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Server

ITEM TITLE: Discussion and possible action on Purchase Order No. 104326, issued to Interworks of Stillwater, Oklahoma, *in an Amount Not to Exceed \$40,000.00* for the purchase of Data Storage Server Equipment to be utilized by City Hall and Police Department

INITIATOR: IT Director
Finance Director

STAFF INFORMATION SOURCE: Interworks

BACKGROUND: Approval of this purchase order will allow for the purchase of a Dell PowerStore 500T. This server will replace an older server at City Hall that is classed as "end of life". The total purchase price is \$38,614.30. The amount not to exceed is for any additional unforeseen expenses.

EXHIBITS: 1. Interworks PON 104326

KEY ISSUES: Existing units must be replaced due to end of support and lack of repair parts.

FUNDING SOURCE: GF - #010-605-57720 - City Storage. \$47,000.00 budgeted.

RECOMMENDATION: Approval of Purchase Order No. 104326 issued to Interworks *in an amount not to exceed \$40,000.00*.



Solution Proposal

PO # 104326 3/2

\$47,000.00 Budgeted

GL# 030-605-57720

To: City of Sallisaw
115 E Choctaw
Sallisaw, Oklahoma 74955
United States

QUOTE #: IWQQ31980

REF #: 320293

Date: 01/24/2025

Qty.	Item / Description	Unit Price	Extended Price
1	Dell PowerStore 500T 192GB Appliance DIMM 96GB Per Node (6) P1 25X2.5 NVME SED SSD 1.92TB Dual 1450W (100-120V) Native LOW Line Lot 9 Power Supply 10G BASE-T 4 PORT IO MODULE PAIR ProSupport 4 Hour 7x24 Onsite - 3 years Solution Summary 10.47 TiB NVMe Capacity 6.36 TiB Usable Capacity (Single Parity 4+1) 25.44 TiB Estimated Effective Capacity (4:1 DRR)	\$38,614.30	\$38,614.30
Total:			\$38,614.30

To accept this quotation, sign here and return:

Signature: _____

Date: _____

Name (printed): _____

Title: _____

Ship to Address: _____

PO #: _____

(If different than address listed above)

(If required, please attach)

InterWorks, Inc. does not accept responsibility for defective parts or any additional labor caused by defective parts. Equipment and applicable freight will be billed upon receipt of equipment at the designated shipping address. Pricing does not include labor, unless shown specifically elsewhere in the proposal documents. Pricing does not include shipping, applicable state, city, or local sales tax, unless shown specifically elsewhere in the proposal documents. Payment terms are net balance due upon receipt of invoice. Standard return policy is set at 30-day period for returns on hardware, however InterWorks is subject to distributors return policies and are subject to change without prior notice. Standard Licensing return policy is 10-days within date of order and is subject to change without prior notice. We do strive to honor quotes for 30 days, but product availability and pricing is subject to change by our vendors. Any product or price changes will be communicated with best effort at the time of order processing.

Thank You For Your Business!

1425 S Sangre Rd, Stillwater, OK 74074

Main Office Number 405.624.3214

Fax 405.533.1039

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Soccer and Sports Court

ITEM TITLE: Discussion and possible action on staff's request to reject bids for the Sallisaw Sports Complex Soccer and Sport Court Project

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
Engineer

BACKGROUND: Bids were opened on January 14th. Both bids received were over the budgeted amount of \$500,000.00.

Bid amounts (base and alternate):

- Hoey Construction - \$1,811,882.50
- Steve Beam Construction - \$2,777,527.10

EXHIBITS: 1. Bid Form - Hoey Construction
2. Bid Form - Steve Beam

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Reject bids received.

BID FORM

SALLISAW SPORTS COMPLEX SOCCER AND SPORTS COURTS

CITY OF SALLISAW

Date 1/14/25

Bid of Hoey Construction Company

(hereinafter called "Bidder"), organized and existing under the laws of the State of Oklahoma,

doing business as a corporation.*

To the **City of Sallisaw** (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Sallisaw Sports Complex Soccer and Sports Courts, having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the unit prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **180 consecutive calendar days** thereafter as stipulated in the specifications.

Each unit Price space provided herein shall be filled out by the bidder and shall become a part of the Base Proposal. Prices quoted herein shall include all amounts that would be payable to the Contractor in case of additions to the Contract, or would be deducted from the Contract sum by the Owner in case of reductions. Unit Prices shall include all expenses incurred in performing all of the work required under the Contract Documents as applicable to the unit item, including labor, material, equipment, supplies, supervision, overhead and profit. It is expressly stated that the Contract Sum is derived from the entire work as called for in the Contract Documents and while these Unit Prices may or may not have been used in the computing the Contract Sum, their inclusion here is for the purpose herein described, and the Owner reserves the right to deduct from the Base Bid or add to the Base Bid any of the items prices or portions thereof at the price quoted herein either before or after Contract awarding.

This Bid is based on the Contract Documents, Technical Specifications and Drawings as listed in the Table of Contents and any addendum issued.

Bidder acknowledges receipt of the following addendum:

NUMBER:	DATE:	NUMBER:	DATE:
<u>1</u>	<u>1/10/25</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

* Insert "a corporation", "a partnership" or an "individual", as applicable.

REVISED BID FORM 01-10-2025

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Amount
1	General Conditions/Bonds/Insurance @ _____ Dollars	LS (\$ <u>213,256</u>)	1 =	\$ <u>213,256</u>
2	Mobilization - CIP @ _____ Dollars	LS (\$ <u>35,000</u>)	1 =	\$ <u>35,000</u>
3	Earthwork-Excavation/Embankment/Compaction/Grading - CIP @ _____ Dollars	LS (\$ <u>425,000</u>)	1 =	\$ <u>425,000</u>
4	Erosion Control - CIP @ _____ Dollars	LS (\$ <u>15,000</u>)	1 =	\$ <u>15,000</u>
5	Adjust Manhole To Grade - CIP @ _____ Dollars	EA (\$ <u>1,000</u>)	2 =	\$ <u>2,000</u>
6	Curb and Gutter - CIP @ _____ Dollars	LF (\$ <u>29</u>)	1,657 =	\$ <u>48,053</u>
7	Concrete for ADA Parking - CIP @ _____ Dollars	SF (\$ <u>7.50</u>)	1,706 =	\$ <u>12,795</u>
8	ADA Parking Striping - CIP @ _____ Dollars	SF (\$ <u>3</u>)	1,706 =	\$ <u>5,118</u>
9	Pre-Cast Concrete Parking Bumper - CIP @ _____ Dollars	EA (\$ <u>250</u>)	8 =	\$ <u>2,000</u>
10	8" Aggregate Base - CIP @ _____ Dollars	SY (\$ <u>14</u>)	12,191 =	\$ <u>170,674</u>
11	Separator Fabric - CIP @ _____ Dollars	SY (\$ <u>4</u>)	12,375 =	\$ <u>49,500</u>
12	Detention Discharge Structure - CIP @ _____ Dollars	EA (\$ <u>3,500</u>)	2 =	\$ <u>7,000</u>
13	4" Thick Concrete Pavement - CIP @ _____ Dollars	SF (\$ <u>7.25</u>)	3,704 =	\$ <u>26,854</u>
14	ADA Signs and Symbols - CIP @ _____ Dollars	LS (\$ <u>4,000</u>)	1 =	\$ <u>4,000</u>
15	U-3 Bermuda Sprigging - CIP @ _____ Dollars	ACRES (\$ <u>7,500</u>)	10.50 =	\$ <u>78,750</u>

TOTAL BASE BID ITEMS _____ Dollars (\$ 1,095,000)

Item	Description	Unit	Quantity	Amount
ALTERNATE BID PAY ITEMS				
A-1	Parking Surface: 6" Aggregate Surfacing - CIP	SY	11,639	
@		Dollars	(\$ 13)	= \$ 151,307
A-2	Parking Surface A-1: 4" ODOT Type S-5 ACC - CIF	SY	11,639	
@		Dollars	(\$ 25)	= \$ 290,975
A-2a	Parking Surface A-1: 2" Aggregate Surfacing - CIF	SY	11,639	
@		Dollars	(\$ 4.50)	= \$ 53,375.50
A-3	Parking Striping - CIP	LS	1	
@		Dollars	(\$ 15,000)	= \$ 15,000
A-4	U-3 Bermuda Solid Sod (Field Area Only) - CIF	SF	225,000	
@		Dollars	(\$ 0.45)	= \$ 101,250
A-5	U-3 Bermuda Solid Sod (All Other Areas) - CIF	SF	235,500	
@		Dollars	(\$ 0.45)	= \$ 105,975

TOTAL ALTERNATE BID ITEMS _____ Dollars (\$ 716,882.50)

TOTAL BASE & ALTERNATE BID _____ Dollars (\$ 1,811,882.50)

CIP = COMPLETE IN PLACE

The Owner reserves the right to waive any informality or to reject any or all bids.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words for unit prices will govern.

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids in accordance with their best interests.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of _____ Dollars (\$_____) is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By: Hoey Construction Company

Michael Hoey

Type or Print Name

Title: Vice President

3310 Southwest Boulevard, Tulsa, OK 74107

Business Address

(S E A L - If bid is by a corporation)

BID FORM

SALLISAW SPORTS COMPLEX SOCCER AND SPORTS COURTS

CITY OF SALLISAW

Date 1-14-25

Bid of Steve Beam Construction, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Arkansas

doing business as Steve Beam Construction.*

To the **City of Sallisaw** (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the **Sallisaw Sports Complex Soccer and Sports Courts**, having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the unit prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 180 consecutive calendar days thereafter as stipulated in the specifications.

Each unit Price space provided herein shall be filled out by the bidder and shall become a part of the Base Proposal. Prices quoted herein shall include all amounts that would be payable to the Contractor in case of additions to the Contract, or would be deducted from the Contract sum by the Owner in case of reductions. Unit Prices shall include all expenses incurred in performing all of the work required under the Contract Documents as applicable to the unit item, including labor, material, equipment, supplies, supervision, overhead and profit. It is expressly stated that the Contract Sum is derived from the entire work as called for in the Contract Documents and while these Unit Prices may or may not have been used in the computing the Contract Sum, their inclusion here is for the purpose herein described, and the Owner reserves the right to deduct from the Base Bid or add to the Base Bid any of the items prices or portions thereof at the price quoted herein either before or after Contract awarding.

This Bid is based on the Contract Documents, Technical Specifications and Drawings as listed in the Table of Contents and any addendum issued.

Bidder acknowledges receipt of the following addendum:

NUMBER:	DATE:	NUMBER:	DATE:
<u>#1</u>	<u>1-10-25</u>		

* Insert "a corporation", "a partnership" or an "individual", as applicable.

The Owner reserves the right to waive any informality or to reject any or all bids.

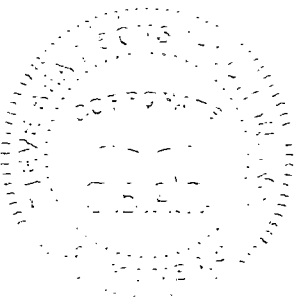
Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words for unit prices will govern.

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids in accordance with their best interests.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of One Hundred Thirty Eight Thousand Eight Hundred Seventy Six and 35/100 Dollars (\$ 138,876.35/100) is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.



(S E A L - if bid is by a corporation)

Respectfully submitted,

By: Steve Beam

Steve Beam

Type or Print Name

Title: President

7201 S 28th Street

Business Address

Fort Sm. th, AR 72908

REVISED BID FORM 01-10-2025

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Amount
1	General Conditions/Bonds/Insurance @ _____ Dollars	LS (\$ 27,550 ⁰⁰)	1 =	\$ 27,550 ⁰⁰
2	Mobilization - CIP @ _____ Dollars	LS (\$ 25,000 ⁰⁰)	1 =	\$ 25,000 ⁰⁰
3	Earthwork-Excavation/Embankment/Compaction/Grading - CIP @ _____ Dollars	LS (\$ 1,369,260 ⁰⁰)	1 =	\$ 1,369,260 ⁰⁰
4	Erosion Control - CIP @ _____ Dollars	LS (\$ 16,880 ⁰⁰)	1 =	\$ 16,880 ⁰⁰
5	Adjust Manhole To Grade - CIP @ _____ Dollars	EA (\$ 14,740 ⁰⁰)	2 =	\$ 29,480 ⁰⁰
6	Curb and Gutter - CIP @ _____ Dollars	LF (\$ 29. ⁰⁰)	1,657 =	\$ 49,047. ²⁰
7	Concrete for ADA Parking - CIP @ _____ Dollars	SF (\$ 13,80 ⁰⁰)	1,706 =	\$ 23,542. ⁸⁰
8	ADA Parking Striping - CIP @ _____ Dollars	SF (\$ 2. ⁵⁰)	1,706 =	\$ 4,265. ⁰⁰
9	Pre-Cast Concrete Parking Bumper - CIP @ _____ Dollars	EA (\$ 155. ⁰⁰)	8 =	\$ 1,240. ⁰⁰
10	8" Aggregate Base - CIP @ _____ Dollars	SY (\$ 23. ¹⁰)	12,191 =	\$ 281,612. ¹⁰
11	Separator Fabric - CIP @ _____ Dollars	SY (\$ 2. ⁵⁶)	12,375 =	\$ 35,392. ⁵⁰
12	Detention Discharge Structure - CIP @ _____ Dollars	EA (\$ 7,400 ⁰⁰)	2 =	\$ 14,800 ⁰⁰
13	4" Thick Concrete Pavement - CIP @ _____ Dollars	SF (\$ 11. ⁸⁰)	3,704 =	\$ 43,707. ²⁰
14	ADA Signs and Symbols - CIP @ _____ Dollars	LS (\$ 4,670 ⁰⁰)	1 =	\$ 4,670 ⁰⁰
15	U-3 Bermuda Sprigging - CIP @ _____ Dollars	ACRES (\$ 3,300 ⁰⁰)	10.50 =	\$ 34,650 ⁰⁰

TOTAL BASE BID ITEMS One million Nine Hundred Sixty One Thousand Nine Hundred Sixty Dollars (\$ 1,961,096⁰⁰)

Item	Description	Unit	Quantity	Amount
ALTERNATE BID PAY ITEMS				
Item	Description	Unit	Quantity	Amount
A-1	Parking Surface: 6" Aggregate Surfacing - CIF	SY	11,639	
@		Dollars	=	\$ <u>200,190.⁸⁰</u>
A-2	Parking Surface A-1: 4" ODOT Type S-5 ACC - CIF	SY	11,639	
@		Dollars	=	\$ <u>407,365.⁰⁰</u>
A-2a	Parking Surface A-1: 2" Aggregate Surfacing - CIF	SY	11,639	
@		Dollars	=	\$ <u>64,014.⁵⁰</u>
A-3	Parking Striping - CIF	LS	1	
@		Dollars	=	\$ <u>6,710.⁰⁰</u>
A-4	U-3 Bermuda Solid Sod (Field Area Only) - CIF	SF	225,000	
@		Dollars	=	\$ <u>67,500.⁰⁰</u>
A-5	U-3 Bermuda Solid Sod (All Other Areas) - CIF	SF	235,500	
@		Dollars	=	\$ <u>70,650.⁰⁰</u>

TOTAL ALTERNATE BID ITEMS Eight Hundred Sixteen Thousand Four Hundred Thirty ³⁰/₁₀₀ Dollars (\$ 816,430.³⁰)

TOTAL BASE & ALTERNATE BID Two million Seven Hundred Seventy Seven Thousand Two Hundred ¹⁰/₁₀₀ Dollars (\$ 2,777,527.¹⁰)

CIP = COMPLETE IN PLACE

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Rezoning Request

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2024-013; rezoning request from Residence District (R-2) to Office District (C-1) by Brandi Phillips; and Ordinance 2025-03 with emergency clause

INITIATOR: Brandi Phillips

STAFF INFORMATION SOURCE: Building Development Staff

BACKGROUND: Brandi Phillips is requesting the property located at 203 South Locust be rezoned from Residence District (R-2) to Office District (C-1). The intent is to have a professional office. The Planning Commission heard this item on February 4th. Staff and Planning Commission recommend approval of rezoning.

EXHIBITS:

1. PC2024-013 Rezone App
2. PC 2024-013 Notice of Hearing
3. PC2024-013 Publication Map
4. Ordinance 2025-03

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION:

1. Approval of Planning Commission Case No. PC2024-013 and Ordinance 2025-03.
2. Approval of Emergency Clause.

1
PC2024-013

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District _____

C1 office district

General Location 203 Locust Sallisaw

(Street Address)

Present Use of Property residential

Proposed Use of Property commercial

Record Owner of Property Brandi Phillips

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,

☐ agent for, _____ ☐ other _____

Are there any Private or Deed Restrictions controlling the use of this property? no

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed Brandi Phillips
Phone 918-315-1884

Address 458377 E 1090 Rd
Sallisaw, OK 74953

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Carter Date 12-2-24

Application No.: _____ Requested: _____

Fee Receipt: _____ P.C Recommendation: Approval _____ Denial _____

City Council: _____ Date: _____

Date: _____

Ordinance No.: _____

NOTICE OF PUBLIC HEARING
ON APPLICATION FOR REZONING

Notice is hereby given that the undersigned, as owner(s) or agent for the owner(s) of the following described property in the Sallisaw City Limits, Sequoyah County, **Oklahoma, to wit:**

Lot 3 In Block 50 in the Original Town of Sallisaw, Sequoyah County, Oklahoma

has filed with the Sallisaw Planning Commission a written application # **PC 2024-013** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Residence District (R-2) to Office District (C-1)**.

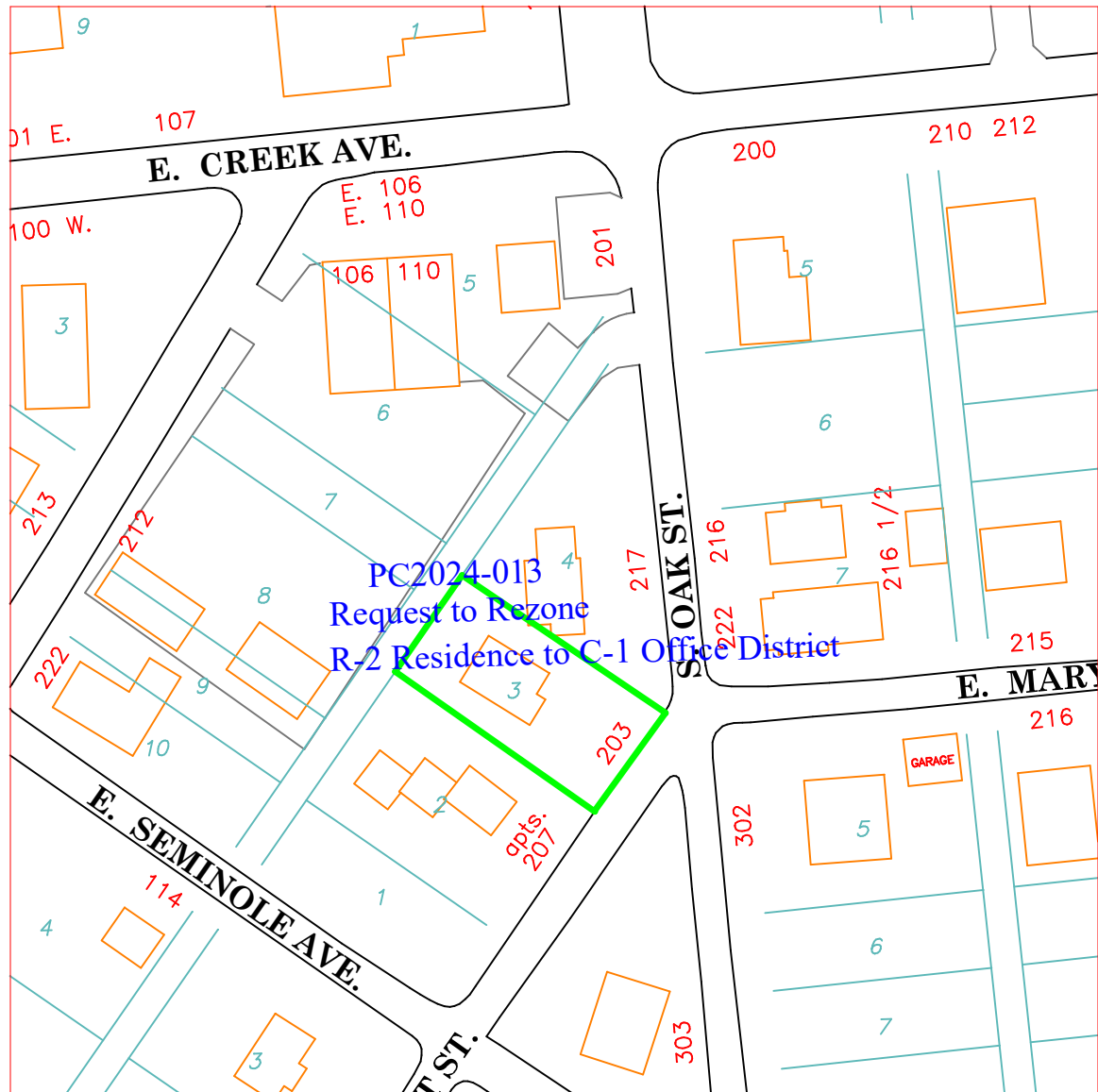
The undersigned will present said application to the Sallisaw Planning Commission on **February 4, 2025**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 15th day of January, 2025.

By: **Brandi Phillips**
Owner(s)

Or By: _____
Agent

By: **Crystal Sides**
Secretary, Sallisaw Planning Commission

Bill To:
Brandi Phillips
458377 E 1090 Rd
Sallisaw, OK 74955
(918)315-1884



ORDINANCE NO. 2025-03

**AN ORDINANCE AMENDING THE ZONING MAP
OF SALLISAW AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA:

SECTION 1.

That the zoning map of the City of Sallisaw, which is part of Section 102-172 of the Code of Ordinances, City of Sallisaw, Oklahoma, is hereby amended in the following particulars, to-wit:

That the following described real estate situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

LOT 3 IN BLOCK 50 IN THE CITY OF SALLISAW, SEQUOYAH COUNTY, OKLAHOMA

be and the same is hereby changed from R-2 to C-1, which is owned by David Rogers and Brandi Phillips

SECTION 2.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

Approved this 10th day of February, 2025.

CITY OF SALLISAW, OKLAHOMA

BY:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct Public Hearing to Determine if the Property Located at 107 North Hickory is a Public Nuisance; Case #02-25-1C, Condemnation of Dilapidated Structure

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: This property was destroyed by fire on November 13, 2024. Prior to the fire, it had been without active utilities since 2018. Evidence indicates it is the site of frequent transient activity. The property is a safety concern.

EXHIBITS:

1. Condemnation
2. County Report
3. County Report 2
4. Fire Incident Report
5. Pictures - 107 N Hickory

KEY ISSUES: The structure presents a safety hazard.

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend that Case No. 2-25-1C be declared a public nuisance and direct staff to abate nuisance.

**NOTICE FOR
CONDEMNATION OF DILAPIDATED BUILDING
110.S. 22-112**

**TO: Frazier & Sullivan M.H. Park
450315 E 1070 Rd
Vian OK 74962**

**Case #02-25-1C
25-000001**

You are hereby notified in accordance with 11 Oklahoma Statutes 22-112 and amendments thereto, that a hearing will be held before the Board of Commissioners of the City of Sallisaw, Sequoyah County, Oklahoma to determine if the property is dilapidated and has caused the property to become detrimental to the health, benefit and welfare of the general public and the community, or if said property creates a fire hazard to other property.

Upon a finding by the Commission that the condition of the property constitutes a detriment or hazard, and that the property would be benefited by the removal of such conditions, the City will enter on the property to cause the dilapidated building to be torn down and removed and perform the necessary duties as a governmental function of the City.

In the event the City performs such services, a statement for the actual cost of said services will be forwarded to you for payment. If said statement is not paid in accordance to 11 O.S. 22-112, the City of Sallisaw shall cause a notice of lien to be filed with the County Clerk against said property for cost due and owing the city.

Your cooperation in correcting this matter prior to the hearing date is requested. Inspection of the property will be made within twenty-four (24) hours prior to the hearing date and time. If this matter is corrected prior to the below hearing date, the action will be dismissed. Please attempt to correct the situation so as to avoid incurring an assessment by the City.

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on February 10th, 2025, in the Sallisaw Municipal Complex for the following described real property:

107 N Hickory Ave, SALLISAW, OKLAHOMA 74955

Legal Description: LOTS 2&3, BL. 12, PAYNE LOT 1, BL. 29, ORIGINIAL TOWN OF SALLISAW (STRIP LYING WEST OF STREET)

This notice issued, posted and mailed on 28 January 2025.

By: 

Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW

PO BOX 525

SALLISAW, OK 74955

Cc:

**If the property has recently been sold or you feel that this notice is in error please
contact the City of Sallisaw Building Development at 918-775-6241.**

Map:



Photos





Sallisaw Fire Department Incident Report

110 North Walnut P.O. Box 525 74955 (918) 775-4115 e-mail: firechief@sallisawok.org

FDID 68008	Incident No. 962	Date: 11-13-24	Alarm Time 20:42	Arrival Time 2044	Time in service 22:20
---------------	---------------------	-------------------	---------------------	----------------------	--------------------------

Information

Occupant Name VACANT house Brandon	Phone:
Owner Name FRAZIER	Phone:
Address 711 W Choctaw	Zip Code: 74955

Type of Situation

Structure Fire ☒	Grass Fire	Smoke Scare
Vehicle Fire	Alarm	Gas Leak
Extrication	Spill	Other

Type of Action Taken

Extinguishment ☒	Rescue	Remove Hazard	Mutual Aid: given
Investigation	Stand-by	Other	received

Type of Property

Residential House ☒	Pasture	Restaurant
Apartment	Highway	Other

Ignition Factor

Method of Alarm

Unknown	911
---------	-----

Fire Service Information

No. of Fireman 13	Injuries 0
No. of Apparatus 2	Fatalities 0
Vehicle Information	Year: Make: Model: Tag:

Estimated Dollar Loss

Unmetered Water Loss

\$ 40 K	40,000	Gallons
Officer in Charge Rat	Date 11-13-24	
Member Making Report Rat	Date 11-13-24	











AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct Public Hearing to Determine if the Property Located at 2412 East Cherokee Avenue is a Public Nuisance; Case #02-25-2C, Condemnation of Dilapidated Structure

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: This property, commonly known as "Ed's Truck Stop" had one remaining structure that was destroyed by fire on 06/04/24. It had been without active utilities since 2019 and evidence indicates that it is the site of frequent transient activity. The property is a safety hazard. The Building Development Departments opinion is that the structure is not fit for human occupancy, beyond repair and should be removed.

EXHIBITS:

1. Notice
2. Warranty Deed
3. Deed A
4. Fire Incident
5. Sequoyah County Report
6. SC Report 2
7. SC Report 3
8. PICTS

KEY ISSUES: The structure is in disrepair and presents a hazard to the public.

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend that Case No. 2-25-2C be declared a public nuisance and direct staff to abate nuisance.

**NOTICE FOR
CONDEMNATION OF DILAPIDATED BUILDING
11O.S. 22-112**

**TO: GNCG, LLC DBA:ED's TRUCK STOP
P.O. BOX 10566
FT SMITH, AR 72917**

**Case #02-25-2C
25-000002**

You are hereby notified in accordance with 11 Oklahoma Statutes 22-112 and amendments thereto, that a hearing will be held before the Board of Commissioners of the City of Sallisaw, Sequoyah County, Oklahoma to determine if the property is dilapidated and has caused the property to become detrimental to the health, benefit and welfare of the general public and the community, or if said property creates a fire hazard to other property.

Upon a finding by the Commission that the condition of the property constitutes a detriment or hazard, and that the property would be benefited by the removal of such conditions, the City will enter on the property to cause the dilapidated building to be torn down and removed and perform the necessary duties as a governmental function of the City.

In the event the City performs such services, a statement for the actual cost of said services will be forwarded to you for payment. If said statement is not paid in accordance to 11 O.S. 22-112, the City of Sallisaw shall cause a notice of lien to be filed with the County Clerk against said property for cost due and owing the city.

Your cooperation in correcting this matter prior to the hearing date is requested. Inspection of the property will be made within twenty-four (24) hours prior to the hearing date and time. If this matter is corrected prior to the below hearing date, the action will be dismissed. Please attempt to correct the situation so as to avoid incurring an assessment by the City.

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on February 10th, 2025, in the Sallisaw Municipal Complex for the following described real property:

2412 E Cherokee Ave, SALLISAW, OKLAHOMA 74955

Legal Description: SEE ATTACHMENT EXHIBIT "A"

This notice issued, posted and mailed on 29 January 2025.

By: 
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Cc:

**If the property has recently been sold or you feel that this notice is in error please
contact the City of Sallisaw Building Development at 918-775-6241.**

STATUTORY FORM

STATE OF OKLAHOMA
 SEQUOYAH COUNTY
 DOCUMENTARY STAMPS: \$2692.50 (INDIVIDUAL FORM)

WARRANTY DEED

BOOK 1006-2775
 Filed 04-26-2006 at 10:24 AM
 Book 1006 Page 101 of 102
 Fee: \$10.00
 County Taxation-Deedover Justice

KNOW TO ALL MEN BY THESE PRESENTS:

THAT

EDMUND E. STITES AND GWEN STITES,
 HUSBAND AND WIFE

Parties of the first part, in consideration of the sum of TEN AND NO/100 ————— dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

GNGG, LLC
 (MAILING ADDRESS): 2412 E. Cherokee
 SAHLSAW, OK. 74955

Party of the second part, the following described real property and premises situated in SEQUOYAH County, State of OKLAHOMA, to wit:

SEE EXHIBIT "A"

LESS PUBLIC ROAD RIGHTS OF WAY AND SUBJECT TO EASEMENTS OF RECORD.

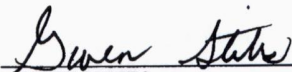
BEING FILED TO SATISFY CONTRACT FOR DEED, FILED IN BOOK 1014 AT PAGE 090.

Together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, their heirs and assigns forever free, clear and discharged of and from all former grants, charges, taxes judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 21ST day of APRIL, 2006.


 EDMUND E. STITES


 GWEN STITES

STATE OF OKLAHOMA
 COUNTY OF SEQUOYAH

INDIVIDUAL ACKNOWLEDGMENT
 Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 21ST day of APRIL, 2006 personally appeared EDMUND E. STITES AND GWEN STITES to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

Given under my hand and seal the day and year last above written.

My commission expires :

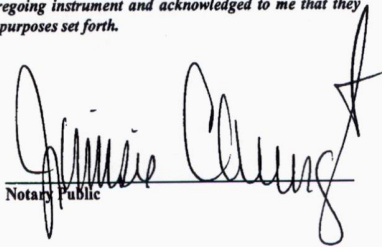

 Notary Public

EXHIBIT "A"

A part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 11 North and Range 24 East, Sequoyah County, Oklahoma, being more particularly described as: Commencing at the SE Corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence along the South line thereof, S 89°29'25" W 100.58 feet to the point of beginning, said point being on the South Right-of Way line of U.S. Highway #64; thence continuing on the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, S 89°29'25" W 500.00 feet; thence N 23°22'27" E 21.92 feet; thence S 89°29'25" W 238.00 feet to the center of Hog Creek; thence along the Center of Hog Creek these bearings and distances, N 33°04'49" E 96.44 feet, N 41°40'29" W 91.07 feet, S 67°51'16" W 101.10 feet, N 68°35'55" W 146.83 feet, N 40°42'01" W 203.91 feet, N 29°44'38" E 146.62 feet, N 05°56'22" W 114.13 feet, N 29°30'06" E 214.13 feet to the South R/W of U.S. Highway #64; thence along the R/W, S 50°52'55" E 1204.00 feet to the point of beginning.

LESS

A strip, piece or parcel of land lying in part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 11 North, Range 24 East, in Sequoyah County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at a point on the present South right-of-way line of U.S. Highway No. 64 a distance of 364.64 feet N 00°00'00" E of and 602.40 feet N 90°00'00" W of the SE Corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence Northwesterly along said right-of-way line a distance of 382.14 feet, thence S 37°37'39" W a distance of 77.85 feet, thence S 52°22'21" E a distance of 244.26 feet, thence S 81°49'11" E a distance of 158.34 feet to the point of beginning.



Sallisaw Fire Department Incident Report

110 North Walnut P.O. Box 525 74955 (918) 775-4115 e-mail: firechief@sallisawok.org

FDID	Incident No.	Date:	Alarm Time	Arrival Time	Time in service
68008	469	6.4.24	0627	0631	0716

Information

Occupant Name EDS TRUCK STOP	Phone:
Owner Name	Phone:
Address 2412 E. Cherokee Ave	Zip Code: 74955

Type of Situation

Structure Fire ☒	Grass Fire	Smoke Scare
Vehicle Fire	Alarm	Gas Leak
Extrication	Spill	Other

Type of Action Taken

Extinguishment ☒	Rescue	Remove Hazard	Mutual Aid: given
Investigation	Stand-by	Other	received

Type of Property

Residential House	Pasture	Restaurant
Apartment	Highway	Other ☒

Ignition Factor

Method of Alarm

Homeless	911
-----------------	------------

Fire Service Information

No. of Fireman 14	Injuries 0
No. of Apparatus 2	Fatalities 0
Vehicle Information	Year: Make: Model: Tag:

Estimated Dollar Loss

Unmetered Water Loss

\$ 0	0 Gallons
Officer in Charge ARMSTRONG	Date 6.4.24
Member Making Report WILSON	Date 6.4.24

As of: 1/1/2025

Property Owner**Name:** GNCG, LLC**Property Information****Physical Address:** 2412 E CHEROKEE**Mailing Address:** DBA: ED'S TRUCK STOP
PO BOX 10566
FORT SMITH, AR 72917-**Type:** (CI) Comm. Impr.**Tax Dist:** (201) Sallisaw City**Size (Acres):** 8.190**Subdivision:****Block / Lot:** N/A / N/A**S-T-R:** 04-11N-24E**Extended Legal:** TR IN SE NE SE BEG WHERE S LINE INT S R/W OF HY 64 BEING 100.58 W OF SE/COR N49 48W ALONG SAID ROW LN 475, S24 32W 330 TO S LNE S89 48E 500' TO POB &; PT OF NE SE LYING E HOG CREEK &; S OF HY 64 LESS .19446 AC TO ST OKLA &; LESS PT NE SE BEG @ 364. 64' N00 00 00E &; 602.40' N90 00 00W OF SE/COR NWLY 382.14', S37 37 39W 77.85 S52 22 21 E. 244.26', S81 49 11 E.158.34' TO POB CONTRACT PRICE: 03-17-04 BLDG..... 820,000 PARKING LOT... 75,000 PUMP &; CANOPY 400,000 UNDERGND TANK 100,000 LAND 400,000 TOTAL 1,795,000**Market and Assessed Values:**

	Fair Cash	Taxable Fair Cash	Full Assessed (11.00% Market Value)
Land:	\$420,003	\$420,003	\$46,200
Building:	172,343	172,343	18,958
Total:	\$592,346	\$592,346	\$65,158

Land:

Land Use	Size	Units
LOT AREA	8.19	Lot

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
4/21/2006	1089	835	Warr. Deed	2692.50	\$1,795,000	STITES, EDMUND & GWEN	21	

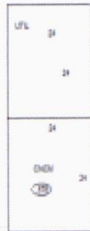
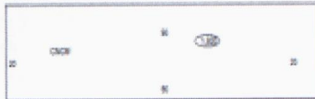
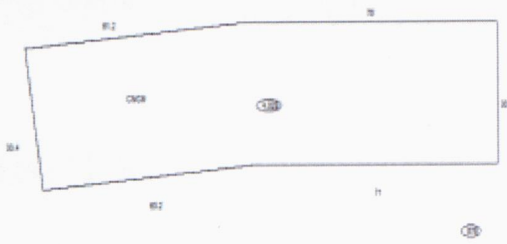
Not a Legal Document.

Subject to terms and conditions.

www.actdatascout.com

As of: 1/1/2025

Sketches



Photos



Map:



Copyright Text: Source Esri, Maxar, Earthstar Geographics, and the GIS User Community













AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct Public Hearing to Determine if the Property Located at 2550 East Cherokee Avenue is a Public Nuisance; Case #02-25-3C, Condemnation of Dilapidated Structure

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: This property, commonly known as "the old golf course", has three (3) structures. It has been without active utilities since 2022 and evidence indicates it is the site of frequent transient activity. One structure was used for covered parking and has completely collapsed. The remaining two (2) structures are unkept and cluttered with excessive debris. Both of these structures are in various states of disrepair. All structures are a safety concern. It is the Building Development's opinion that these structures are far beyond repair and that all should be removed.

EXHIBITS:

1. Notice
2. Warranty Deed
3. SC Report
4. SC Report 1
5. SC Report 2
6. SC Report 3
7. PICTS -

KEY ISSUES: The structures are in disrepair and present a safety hazard.

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend that Case No. 2-25-3C be declared a public nuisance and direct staff to abate nuisance.

**NOTICE FOR
CONDEMNATION OF DILAPIDATED BUILDING
110.S. 22-112**

**TO: GNCG, LLC
P.O. BOX 10566
FT SMITH, AR 72917**

**Case #02-25-3C
25-000003**

You are hereby notified in accordance with 11 Oklahoma Statutes 22-112 and amendments thereto, that a hearing will be held before the Board of Commissioners of the City of Sallisaw, Sequoyah County, Oklahoma to determine if the property is dilapidated and has caused the property to become detrimental to the health, benefit and welfare of the general public and the community, or if said property creates a fire hazard to other property.

Upon a finding by the Commission that the condition of the property constitutes a detriment or hazard, and that the property would be benefited by the removal of such conditions, the City will enter on the property to cause the dilapidated building to be torn down and removed and perform the necessary duties as a governmental function of the City.

In the event the City performs such services, a statement for the actual cost of said services will be forwarded to you for payment. If said statement is not paid in accordance to 11 O.S. 22-112, the City of Sallisaw shall cause a notice of lien to be filed with the County Clerk against said property for cost due and owing the city.

Your cooperation in correcting this matter prior to the hearing date is requested. Inspection of the property will be made within twenty-four (24) hours prior to the hearing date and time. If this matter is corrected prior to the below hearing date, the action will be dismissed. Please attempt to correct the situation so as to avoid incurring an assessment by the City.

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on
February 10th, 2025, in the Sallisaw Municipal Complex for the following described real property:

2550 E Cherokee Ave, SALLISAW, OKLAHOMA 74955

Legal Description: A PART OF THE SE/4 SE/4 OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 24 EAST, Sequoyah County, Oklahoma being more particularly described as: Commencing at the NE corner of said SE ¼ SE ¼; thence S00°28'10"E83.23 feet to the point of beginning, said point being on the East line of said SE ¼ SE ¼ and on the Southerly right-of-way line of U. S. Hwy #64; thence along East line of the SE ¼ SE ¼, S00°28'10" E 466.54 feet to a point on the Northerly R/W line of Interstate #40; thence along said R/W on a curve to the right a chord bearing and distance of S70°40'02"W 950.93 feet; thence N11°43'35"W 690.00feet; thence along said North line, N89° 29'25"E 704.00 feet to a point on the Southerly R/W line of U. S. Hwy #64; thence along said R/W, S50°52'55E 130.51 feet to the point of beginning, containing 15.6 acres, more or less, and being subject to any easements of record.

This notice issued, posted and mailed on 29 January 2025.

By: 
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

**If the property has recently been sold or you feel that this notice is in error please
contact the City of Sallisaw Building Development at 918-775-6241.**

240

OK 116219

STATE OF OKLAHOMA
SEQUOYAH COUNTY
DOCUMENTARY STAMPS: \$240.00

WARRANTY DEED
INDIVIDUAL

Doc: 2004-6021
Filed 09-10-2004 at 1:52PM
Book 1031 Pages 219 TO 219
Fees: \$8.00
Donna Jamison-Sequoyah County

KNOWN ALL MEN BY THESE PRESENTS:

That CATHERINE L. WALKER, SINGLE parties of the first part, in consideration of the sum of TEN DOLLARS 00/100 dollars and other valuable consideration, in had paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto GNGG, LLC, following described real property and premises situate in SEQUOYAH County, State of OKLAHOMA 2412 E. Cherokee
Sallisaw, OK 74955

A PART OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 24 EAST, Sequoyah County, Oklahoma being more particularly described as: Commencing at the NE Corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S00°28'10"E 83.23 feet to the point of beginning, said point being on the East line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ and on the Southerly right-of-way line of U.S. Hwy #64; thence along said East line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, S00°28'10" E 466.54 feet to a point on the Northerly R/W line of Interstate Hwy #40; thence along said R/W on a curve to the right a chord bearing and distance of S70°40'02"W 950.93 feet; thence N11°43'35"W 690.00 feet; thence N51°29'25"E 292.00 feet to a point on the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence along said North line, N89°29'25"E 704.00 feet to a point on the Southerly R/W line of U.S. Hwy #64; thence along said R/W, S50°52'55E 130.51 feet to the point of beginning, containing 15.6 acres, more or less, and being subject to any easements of record.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 4TH DAY OF AUGUST 2004

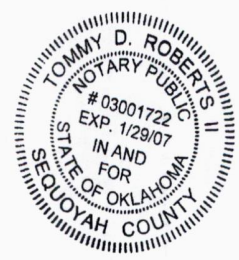
Catherine L Walker
CATHERINE L. WALKER

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA, County of SEQUOYAH SS.
Before me, a Notary Public in and for said County and State, on this 4th day of August, 2004
Personally appeared Catherine L. Walker
To me know to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they Executed that same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal this day and year last above written.

My commission expires: 1/29/07
[Signature] Notary Public

PREPARED BY: SEQUOYAH COUNTY ABSTRACT AND TITLE
208 NORTH OAK STREET, SALLISAW, OK 74955
EXEMPTION:



As of: 1/1/2025

Property Owner**Name:** GNCG, LLC**Property Information****Physical Address:** 2412 E CHEROKEE**Mailing Address:** 2412 E CHEROKEE
SALLISAW, OK 74955-0000**Subdivision:****Block / Lot:** N/A / N/A**Type:** (RI) Res. Improv.**S-T-R:** 04-11N-24E**Tax Dist:** (201) Sallisaw City**Size (Acres):** 15.300

Extended Legal: PT OF S2 SE BEG 83.23' S NE/C S/466.54 TO PNT SWLY ON CURVE TO RIGHT (ON NLY ROW OF I-40) 950.93' N11- 43 W/690' N/51-00 E/292' E/704' STHRLY ROW HY 64 ALN ROW S50-17 E/135' TO POB AND S/336' OF ALL PT NE SE LYING S &; W HY 64 AND W/HOG CREEK AND TRACT IN S2 NW SE BEG SE/C W ALNG S/LNE 880' N/100' E/PAR WITH SOUTH LINE 320 NESTRLY 400' SESTRLY 360' TO PN ON E/LNE 336' N OF POB S/336' LESS BEG AT PN ON S/LNE 880' W OF SE/C N /100' E/300' SWSTRLY 320' NWSTRLY 220' TO PN WHICH IS 160' S/ POB N/160' TO POB

Market and Assessed Values:

	Fair Cash	Taxable Fair Cash	Full Assessed (11.00% Market Value)
Land:	\$12,000	\$12,000	\$1,320
Building:	61,215	61,215	6,734
Total:	\$73,215	\$73,215	\$8,054

Land:

Land Use	Size	Units
(RS)	9.517699999999999	Acres
	9996	
(RU)	4.782300000000000	Acres
	0002	

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
9/10/2004	1031	219	Warr. Deed	240.00	\$160,000	WALKER, CATHERINE L.	Q	

Not a Legal Document.

Subject to terms and conditions.

www.actdatascout.com

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE+	Veneer, Stone	3,180	2	1971	54	Fair	3

Exterior Wall: Veneer, Stone
Heat / Cool:

Roof Cover: Composition Shingle
Year
Remodeled:

Outbuildings and Yard Improvements:

Item	Size/Dim	Quality	Age
Shed - Small	432	F	76

Details for Residential Card 2:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Veneer, Stone	1,792	1	1971	54	Fair	3

Exterior Wall: Veneer, Stone
Heat / Cool:

Roof Cover: Composition Shingle
Year
Remodeled:

Photos



Map:



Copyright Text: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





























AGENDA ITEM COMMENTARY

Meeting Date: February 10, 2025
Board: Board of City Commissioners
Subject: Ordinance

ITEM TITLE: Discussion and possible action on Ordinance 2025-04; An Ordinance Amending Chapter 14, Article IV, Section 14-100 (7) and Section 14-101 (5), to the Sallisaw Code of Ordinances, Repealing Section 14-100 (7) and Section 14-101 (5) and Adopting and Enacting the Following New Section 14-100 (7) and Section 14-101 (5) to the Sallisaw Code of Ordinances; and Declaring and Emergency

INITIATOR: Economic Development Director
Airport Advisory Board

STAFF INFORMATION SOURCE: Economic Development Director

BACKGROUND: The changes proposed to Chapter 14, Aviation, of the Sallisaw Code of Ordinance are:

Section 14-100 (7) - amends the lease term for a privately owned T-hanger from 20-years to 30-years and the lease for a privately owned corporate/box hangar from 25-years to 40-years. And the lease for a commercial aeronautical facility from 30 years to 40 years. This will apply to new leases. Preexisting hangar leases shall be offered 5-year extensions for a period not to exceed 30 years for privately owned T-hangar(s) and not to exceed 40 years for privately owned corporate/box hangars or commercial aeronautical facility.

Section 14-101 (5)- Leases for the construction of hangars will change from not to exceed 20 years to a 30-year term. And at the conclusion of the original 30 year term, the lessee will have the option for two, 5-year extensions for a total of 40-years.

EXHIBITS: 1. Ord 2025-04.CHAPTER 14.AVIATION.final (2)

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION:

1. Approval of Ordinance 2025-04.
2. Approval of Emergency Clause.

ORDINANCE 2025-04

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE IV, SECTION 14-100 (7) AND SECTION 14-101(5), TO THE SALLISAW CODE OF ORDINANCES, REPEALING SECTION 14-100 (7) AND SECTION 14-101 (5) AND ADOPTING AND ENACTING THE FOLLOWING NEW SECTION 14-100 (7) AND SECTION 14-101 (5) TO THE SALLISAW CODE OF ORDINANCES; AND DECLARING AND EMERGENCY

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA.

SECTION 1.

That Section 14-100 (7) and 14-101 (5) of the Sallisaw Code of Ordinances be amended by repealing and striking the same and enacting the following sections, to wit:

Section 14-100: Leasing of Airport Property

- (7) Lease term. Each lease term for a private hangar or building shall be determined by the hangar owner's initial investment and reasonable payback period. In any case, a lease for a privately owned T-hangar shall not exceed 30 years, a lease for privately owned corporate/box hangars or a commercial aeronautical facility shall not exceed 40 years. Aforementioned lease term shall be effective for all new leases, and preexisting hangar leases shall be offered 5-year extensions for a period not to exceed 30 years for privately owned T-hangar(s) and not to exceed 40 years for privately owned corporate/box hangars or commercial aeronautical facility.

Section 14-101: Land Lease for Hangar Construction

- (5) All hangars constructed at the airport, except those owned by the City, shall be constructed upon the execution of a lease document between the city and the person or firm constructing the hangar. The lease document shall provide all details related to the lease of property and construction of a hangar. Leases for the construction of hangars shall be for a term of 30 years. At the conclusion of the original 30-year term, the lessee will have the option for two (2), five-year extensions for a total lease term of 40 years. At the end of the lease term, the title of the hangar shall rest with the city. At a minimum the lease shall include:
- a. All leases shall reference [Chapter 14](#), aviation, of the Sallisaw City Code of Ordinances.
 - b. Location of the hangar.
 - c. Minimum cost and size of the hangar to be constructed.
 - d. Construction material and colors to be used for construction of the hangar.

- e. Annual lease rate paid to city.
- f. Term of lease.
- g. Taxiway improvements, if required, shall be borne at the cost of the lessee.
- h. Provision that no fuel facilities shall be allowed.
- i. Provision of who is responsible for payment of utilities.
- j. Types of commercial activities allowed, if applicable.
- k. Required FAA Economic Nondiscrimination provisions.

SECTION 2.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED, this 10th day of **February, 2025**.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, MAYOR

ATTEST:

KIM JAMISON, CITY CLERK

[SEAL]

ADMINISTRATIVE REPORTS

Meeting Date:	February 10, 2025
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

- March 10th - Regular Meeting
- April 14th - Regular Meeting

City Manager Reports:

- VA Center Ribbon Cutting expected for Feb 21st.
- AMI Water Meters-Materials still outstanding.
- Electric AMI Meters are not scheduled to be available until March 2025.
- Drake/Lenington Water Loop (OWRB Grant)-Construction underway. Making good progress.
- Still in discussions with Jodie...working with Jordan on an amendment to her contract. We do have a timeline that will hopefully see us with a permit by the fall.
- Pool project is moving along on schedule. City staff will start a working group to propose manning and updated fees for the facility so we are prepared for the opening when the project is completed
- Soccer field bids were unreasonably high, to the point that the designer went back and had to verify their estimate. We are looking for grant money to add to our total budget for the project while at the same time reworking the bid to move some of the items into amendments vs base bid, into a subject-to-fund-availability status
- Animal Control Ordinance changes are coming. Great meeting with the Working Group after the Planning Commission meeting. Target for bringing it up for a vote is March if I capture all of the changes correctly or April if I capture something incorrectly.
- McGee Softball fields--working with Parks to lay some gravel and improve drainage, till the softball fields, add dirt, and level them out. Work will be done once it dries out enough to get in there with some equipment.
- City Staff is moving into budget season

City Projects:

- LED has been installed and is actively displaying messages.
- "Spruce up Sallisaw" is coming--consolidating some actions that were previously "disconnected"; Curbie sign ups, road clean ups, sidewalk clean-offs, Chunk-your-junk, road work.